

**COMMUNITY DEVELOPMENT BLOCK GRANT  
AGREEMENT  
BETWEEN  
COUNTY OF SANTA BARBARA  
AND  
CUYAMA VALLEY RECREATION DISTRICT  
FOR  
PARK IMPROVEMENTS**

CFDA 14.218

THIS AGREEMENT (herein called the "Agreement") is made and entered into by and between the COUNTY of Santa Barbara (herein called the "COUNTY"), a political subdivision of the State of California, and Cuyama Valley Recreation District a Special District of the County of Santa Barbara (herein called the "OWNER"), whose address is P.O. Box 227, 4885 Primero St, New Cuyama, CA 93254, and is made with reference to the following:

WHEREAS, the COUNTY has secured funding pursuant to the Community Development Block Grant program ("CDBG Funds") from the United States Department of Housing and Urban Development ("HUD") under Title I of the Housing and Community Development Act of 1974, as amended (HCD Act), Public Law 93-383 (42 U.S.C. §§ 5301 *et seq.*); and the regulations promulgated thereunder (24 CFR Part 570) ("Regulations"); and

WHEREAS, the OWNER represents that it has the skills, expertise, and all licenses and permits necessary to carry out the project described under this Agreement; and

WHEREAS, the OWNER is the subrecipient receiving a federal subaward as identified in Exhibit I in accordance with 2CFR 200.331(a)(1); and

WHEREAS, on July 11, 2017, the COUNTY approved, under the FY 2017-18 Action Plan, the OWNER'S use of CDBG Funds to carry out the project described in the Statement of Work attached hereto as Exhibit A and incorporated herein by this reference ("Statement of Work"), sometimes hereinafter referred to as the "Project"; and

WHEREAS, the COUNTY desires to make available to OWNER a grant of CDBG Funds in an amount not to exceed Three Hundred and Forty One Thousand dollars (\$341,000) ("COUNTY Grant") to be used by OWNER to perform the work as stated and set out in Exhibit A Statement of Work and budget attached hereto as Exhibit B, and to carry out the Project, as permitted by the HCD Act and the Regulations and according to the terms and conditions more particularly set forth herein; and

WHEREAS, OWNER'S use of CDBG Funds in carrying out the Project are eligible activities under 24 CFR Part 570 Subpart C;

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, it is agreed between the parties hereto that:

I. SCOPE OF WORK

A. General

All work stated and set out in the Statement of Work attached hereto and incorporated herein as Exhibit A will be performed at Cuyama Valley Recreation District Park (surrounding streets: Hubbard, Escuela, Morales & Wasioja Street), New Cuyama, CA 93254. Angelique Cannon, General Manager, shall ensure that the background and qualifications of the OWNER's staff, contractors and subcontractors performing the work stated and set out in the Statement of Work and carrying out the Project are appropriate and, if applicable, meet the minimum standards established by pertinent licensing bodies.

B. Statement of Work

Under this Agreement, OWNER will carry out and invoice the County for reimbursement of expenses under the CDBG Program for the work described in Exhibit A Statement of Work. The Project meets one of the criteria under 24 CFR 570.208. OWNER shall invoice the County for reimbursement under the CDBG Program. The Statement of Work includes the activities eligible under the Community Development Block Grant program as set forth in Exhibit A to this Agreement. OWNER will be responsible for performing the work stated and set out in the Statement of Work and carrying out the Project in a manner satisfactory to the COUNTY and consistent with all federal requirements and standards required as a condition of providing these CDBG Funds.

C. Staffing

Any changes in the staff who perform work under this Agreement must be approved in writing by the County's Housing and Community Development Division (HCD). All of the work stated and set out in the Statement of Work shall be performed by OWNER or under OWNER's supervision. OWNER represents that it possesses, and that its contractors and subcontractors shall possess, the professional and technical personnel required to perform the work stated and set out in the Statement of Work required by this Agreement, and that it and its contractors and subcontractors will perform all work stated and set out in the Statement of Work in a manner commensurate with the highest professional standards. The OWNER and its contractors and subcontractors shall perform all work in a manner commensurate with their own usual and customary standards and with the reasonable and ordinary level of care provided by others performing similar or like work.

All work stated and set out in the Statement of Work shall be performed by qualified and experienced personnel who are not employed by COUNTY. OWNER represents and warrants that the work stated and set out in the Statement of Work to be performed will conform to the requirements of this Agreement, all applicable federal, state and local laws, and the highest professional standards.

OWNER represents and warrants to COUNTY that it and its contractors and subcontractors have, shall obtain, and shall keep in full force and effect during the term hereof, at their sole cost and expense, all licenses, permits, qualifications, insurance and approvals of whatsoever nature that are legally required to practice their professions.

D. Performance Monitoring

The COUNTY will monitor the performance of the OWNER against goals and performance standards set forth in the Statement of Work. OWNER's substandard performance as determined by the COUNTY will constitute OWNER's noncompliance with this Agreement. If action to correct such substandard performance is not taken by the OWNER within seven (7) business days after being notified by the COUNTY, contract suspension or termination procedures will be initiated as more fully detailed in Section VI.F.

E. Changes

Any changes to this Agreement, unless otherwise noted, may only be made through a written amendment to this Agreement executed by COUNTY and OWNER. COUNTY and OWNER may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, are executed in writing, and signed by a duly authorized representative of each party. Such amendments shall not invalidate any parts of this Agreement that are not changed by the amendment, nor relieve or release COUNTY or OWNER from its obligations under this Agreement that are not changed by the amendment. OWNER agrees to not unreasonably withhold its approval of any amendments proposed by COUNTY that are necessary in order to conform with federal, state or local governmental laws, regulations, ordinances, orders, rules, directives, circulars, bulletins, notices, guidelines, policies and available funding amounts.

If this Agreement is executed on behalf of COUNTY by the County Purchasing Agent (or designee) or the Director of the County Community Services Department (or designee) or both, the same duly authorized representative(s) shall execute any amendments to this Agreement in the same fashion subject to all other applicable requirements set forth herein or otherwise imposed by law. If this Agreement is approved by the County Board of Supervisors and executed by the Chair of the Board of Supervisors on behalf of COUNTY, any amendments to this Agreement must be approved and executed in the same manner except the Director of the County Community Services Department or designee is authorized to approve at his or her discretion and execute amendments on behalf of COUNTY to make any one or more of the following changes:

1. Changes to the Budget attached hereto as Exhibit B. Such changes shall be limited to (a) revisions to the amounts in each Budget line item, provided that the overall amount of the CDBG funds is not increased; and (b) additions to or deletions of the line items in the Budget; provided that all expenditures are eligible pursuant to 24 CFR part 570. In no event shall an amendment be made pursuant to this subsection I.E.1 that will result in any change to the Scope of Services attached hereto as Exhibit A.
2. Administrative changes to the Agreement that are necessary in order to conform with federal, state or local governmental laws, regulations, ordinances, orders, rules, directives, circulars, bulletins, notices, guidelines, policies and available funding amounts.
3. Changes extending the length of the Term as described in Section II up to a maximum of 6 months. This Section shall not obligate the County to extend the length of the Term at OWNER's request or otherwise alter the County's rights to terminate this Agreement or reduce the award as set forth in Section VI.F. Any change made to the length of the Term pursuant to this Section shall not alter or waive the County's rights under this

agreement, including but not limited to the County's right to terminate this Agreement as set forth in Section VI.F.

F. COUNTY Recognition

OWNER shall ensure recognition of the role of the COUNTY in providing CDBG Funds through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the OWNER shall include a reference to the support provided herein in all publications made possible with CDBG Funds made available under this Agreement.

II. TERM

This Agreement shall begin on the date executed by the COUNTY and end on September 30, 2018, unless such time is extended in accordance with this Agreement as stated in Section I.E, or unless terminated earlier or there are no CDBG Funds available for any reason.

A. Time Of Performance

All work to be performed hereunder and set out in the Statement of Work shall be completed by the expiration date. However, OWNER's obligations to complete the Scope of Work shall survive the expiration of the term of this Agreement, and COUNTY may extend the term of this Agreement as stated in Section I.E and any provisions herein that COUNTY deems necessary to ensure such completion.

B. Reversion of Assets

Upon the expiration of this Agreement, the OWNER shall transfer to the COUNTY any CDBG funds it has on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds. Any real property under the OWNER'S control that was acquired or improved in whole or in part with CDBG Funds in excess of \$25,000 shall either be either:

1. Used to meet one of the national objectives in 24 CFR 570.208 (formerly 24 CFR 570.901) until five years after expiration of the Agreement, or for such longer period of time as determined to be appropriate by COUNTY. Any change in use to meet one of the aforementioned national objectives shall first be approved in writing by the HCD; (or
2. Not used in accordance with Section II.B.1, in which event the OWNER shall pay to the COUNTY an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG Funds for the acquisition of, or improvement to, the property. The payment is program income to the COUNTY.
  - a. To determine the current market value of the property, the OWNER shall obtain a real estate appraisal of the property, performed by a California licensed real estate appraiser. Such appraiser must be approved by the COUNTY. An alternate method of valuation may be used by mutual written consent of the COUNTY and OWNER.
  - b. The COUNTY will determine the amount due to the COUNTY in accordance with Section II. B.2.

III. **BUDGET**

The budget prepared by the OWNER and provided to COUNTY for the performance of the work stated and set out in the Statement of Work is delineated in Exhibit B to this Agreement.

HCD may require a more detailed budget breakdown than the one contained herein, and the OWNER shall provide supplementary budget information within one (1) week of HCD'S request for a more detailed budget breakdown in the form and content prescribed by the HCD. Any amendments to the budget must be approved in accordance with Section I.E.

OWNER represents that the budget includes only allowable costs and an accurate analysis of costs acceptable under the CDBG Program pursuant to the Regulations, including, but not limited to, 24 CFR 570.502, which includes requirements for compliance with and found in the provisions contained in the Federal Office of Management and Budget Circular 2 CFR Part 2400 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, the related CDBG provisions, and all Subparts and Appendices, as applicable. These items shall be in sufficient detail to provide a sound basis for the COUNTY to effectively monitor OWNER'S performance under the Agreement.

IV. **PAYMENT**

Upon compliance with the reporting requirements outlined in Section VII.C below, it is expressly agreed and understood that the total amount to be reimbursed by the COUNTY to the OWNER under this Agreement shall not exceed the budget delineated in Exhibit B. Drawdowns for the payment of eligible expenses shall be made against the line item budgets specified in in Exhibit B hereto and in accordance with completion of work, as detailed in the Scope of Work. Upon the submission of an acceptable "Expenditure Summary and Payment Request (ESPR)", for which a sample is attached hereto as Exhibit C, together with proper supporting documentation, records and reports required in Sections VII.B and VII.C for the work described in Section I of this Agreement, HCD shall review the claim and when approved, make payment.

COUNTY has no obligation to provide CDBG Funds under this Agreement if for any reason there is not funding available from HUD to pass through to OWNER or if the Agreement is terminated or suspended.

V. **NOTICES**

Notices required by this Agreement shall be in writing and delivered via U.S. Mail (postage prepaid), commercial courier, or personal delivery. Notices may be delivered by facsimile or other electronic means if the party to be noticed agrees to delivery by these means and if that delivery is followed by delivery via U.S. Mail (postage prepaid), commercial courier, or personal delivery the next business day. Any notice sent as aforesaid shall be effective on the date of delivery or sending. All notices under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice:

COUNTY  
County of Santa Barbara  
Community Services Department,  
Division of Housing and Community Development  
Dinah Lockhart, Deputy Director  
123 E. Anapamu Street, 2<sup>nd</sup> Floor  
Santa Barbara, CA 93101  
Phone: (805) 568-3520

OWNER  
Cuyama Valley Recreation District  
P.O. Box 227  
4885 Primero St.  
New Cuyama, CA 93254  
ATTN: Angel Cannon  
Phone: (661)766-2270

VI. GENERAL CONDITIONS

A. General Compliance

The OWNER agrees to comply with the requirements of the Regulations at 24 CFR Part 570, including subpart K, except that (1) the OWNER does not assume the COUNTY's environmental responsibilities described in 24 CFR 570.604 and (2) the OWNER does not assume the COUNTY's responsibility for initiating the review process under the provisions of 24 CFR Part 52. In addition, the OWNER agrees to comply with the Federal Terms and Conditions attached hereto and incorporated herein as Exhibit D and in 2 CFR part 2400 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. OWNER agrees to comply with 24 CFR 570.609, the Suspension and debarment rules, and 24 CFR 570.614, the Architectural Barriers Act of 1968. The OWNER also agrees to comply with the terms of HUD's award to County, including the grant agreement, assurances in an application, or a notice of award and all other applicable Federal, state and local laws, regulations, ordinances, orders, rules, guidelines, directives, circulars, bulletins, notices and policies governing the CDBG Funds provided under this Agreement. The judgment of any court of competent jurisdiction, or the admission of the OWNER in any action or proceeding against OWNER, whether the COUNTY is a party thereto or not, that OWNER has violated any such law, regulation, ordinance or order, shall be conclusive of that fact as between OWNER and COUNTY. The OWNER further agrees to utilize CDBG Funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. National Environmental Policy Act (NEPA) Compliance

The COUNTY will identify the need for and will complete any appropriate environmental compliance related requirements, including NEPA (40 CFR 1500-1508 and 24 CFR Part 58), pertinent to OWNER's project. Environmental and other associated compliance shall be completed prior to the start of this project. As such, notwithstanding any other provision of this Agreement, COUNTY shall not provide any funds to OWNER pursuant to this Agreement, and OWNER shall not begin implementation of the assisted activity described in this Agreement or otherwise have any claim to the funds described in this Agreement, until COUNTY provides written notice to the OWNER that all applicable environmental and regulatory compliance analyses and clearances have been completed and that OWNER may begin implementation of this project. The parties further agree that the provision of any funds to the project is conditioned on the County's determination to proceed with, modify or cancel the project based on the results of a subsequent environmental review.

*If OWNER begins project activities that require environmental and other regulatory compliance approval prior to receipt of written notice from COUNTY that all such clearances have been obtained, then COUNTY reserves the right to unilaterally terminate this agreement for cause.*

C. Independent Contractor

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The OWNER shall at all times remain an independent contractor with respect to the work to be performed under this Agreement. COUNTY shall not be responsible for paying any taxes on OWNER'S behalf, and should COUNTY be required to do so by state, federal, or local taxing agencies, OWNER agrees to promptly reimburse COUNTY for the full value of such paid taxes plus interest and penalty if any. These taxes shall include, but not be limited to, the following: FICA (Social Security), unemployment insurance contributions, income tax, disability insurance and workers' compensation Insurance. In addition, OWNER understands and acknowledges that it shall not be entitled to any of the benefits of a COUNTY employee, including but not limited to vacation, sick leave, administrative leave, health insurance, disability insurance, retirement, unemployment insurance, workers' compensation and protection of tenure.

D. Insurance and Indemnification

The OWNER shall comply with the insurance and indemnification provisions set forth in Exhibit E "Indemnification and Insurance Requirements" attached hereto and incorporated herein.

E. Workers' Compensation

The OWNER shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement as set forth in Exhibit E "Indemnification and Insurance Requirements" attached hereto and incorporated herein.

F. Suspension or Termination

In accordance with 2 CFR Part 2400 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and 24 CFR 570.503 (b)(6), COUNTY may suspend or terminate this Agreement if OWNER materially fails to comply with the terms of HUD's award to COUNTY, including, but not limited to, the grant agreement, assurances in an application, or a notice of award or any terms of the Agreement, which include but are not limited to, the following:

- Failure to comply with any of the laws, rules, regulations, ordinances, provisions, orders, guidelines, policies, circulars, bulletins, notices or directives referred to herein, or as may become applicable at any time;
- Failure, for any reason, of OWNER to fulfill its obligations under this Agreement;
- Ineffective or improper use of CDBG Program funds provided under this Agreement;  
or
- Submittal of reports that are false or that are incorrect or incomplete in any material respect.

1. Termination by COUNTY

COUNTY may, by written notice to OWNER, terminate this Agreement in whole or in part at any time, whether for COUNTY's convenience, for nonappropriation of funds, or because of the failure of OWNER to fulfill the obligations herein.

- a. **For Convenience.** In accordance with 2 CFR Part 2400, this Agreement may be terminated for convenience by COUNTY with the consent of OWNER in which case the two parties shall agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated.
- b. **For Nonappropriation of Funds.** Notwithstanding any other provision of this Agreement, in the event that no funds or insufficient funds are appropriated or budgeted by federal, state or COUNTY governments, or funds are not otherwise available for payments in the fiscal year(s) covered by the term of this Agreement, then COUNTY will notify OWNER of such occurrence and COUNTY may terminate or suspend this Agreement in whole or in part, with or without a prior notice period. Subsequent to termination of this Agreement under this provision, COUNTY shall have no obligation to make payments with regard to the remainder of the term.
- c. **For Cause.** Should OWNER default in the performance of this Agreement or materially breach any of its provisions, COUNTY may, at COUNTY's sole option, terminate or suspend this Agreement in whole or in part by written notice. Upon receipt of notice, OWNER shall immediately discontinue all services affected (unless the notice directs otherwise) and notify COUNTY as to the status of its performance. The date of termination shall be the date the notice is received by OWNER, unless the notice directs otherwise.

2. Termination by OWNER

In accordance with 2 CFR Part 2400, this Agreement may be terminated by OWNER, upon written notification to COUNTY, setting forth the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated. However, if, in the case of a partial termination, COUNTY determines that the remaining portion of the award will not accomplish the purposes for which the award was made, COUNTY may terminate the award in its entirety under 2 CFR Part 2400.

3. Upon termination, OWNER shall deliver to COUNTY all data, estimates, graphs, summaries, reports, and all other property, records, documents or papers as may have been accumulated or produced by OWNER in performing this Agreement, whether completed or in process, except such items as COUNTY may, by written permission, permit OWNER to retain.
4. If HUD demands reimbursement from COUNTY for COUNTY's payments to OWNER due to OWNER's failure to comply with the terms of HUD's award to COUNTY, including, but not limited to, the grant agreement, assurances in an application, or a notice of award, any applicable term of this Agreement, or any law, regulation, ordinance, order, rule,



directive, circular, bulletin, notice, guideline or policy referred to herein, or as may become applicable at any time, OWNER shall fully and completely reimburse COUNTY in the total amount of such disallowed payments.

VII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The OWNER agrees to comply with 24 CFR 570.502 and 2 CFR Part 2400 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. OWNER agrees to adhere to the accounting principles and procedures referenced therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The OWNER agrees to comply with 24 CFR 570.610 "Uniform Administrative Requirements and Cost Principles". These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

3. Administrative Requirements

The OWNER also agrees to comply with all applicable uniform administrative requirements set forth in 24 CFR 570.502 and all applicable requirements set forth in 24 CFR Part 5 (24 CFR 5.100-5.2011) and found in the provisions contained in the Federal Office of Management and Budget Circular 2 CFR Part 2400 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. CDBG Funds received by OWNER from COUNTY pursuant to this Agreement shall be maintained in an account in a banking or savings and loan institution separate and apart from any other funds of OWNER or of any principal or member of OWNER. No costs shall be invoiced or billed except for expenditures authorized in the budget contained within this Agreement and also Exhibit B. The itemized costs shall be of sufficient detail to provide a sound basis for the COUNTY to effectively monitor costs under this Agreement.

B. Documentation and Record Keeping

1. Records to be Maintained

The OWNER shall maintain all records required by the Federal regulations specified in 24 CFR 570.506 or by COUNTY's ordinances or policies that are pertinent to the work to be performed or activities to be funded under this Agreement. Such records shall include but not be limited to:

- a. Records providing a full description of each activity undertaken;
- b. Records required to determine the eligibility of activities;
- c. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;

- d. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- e. Financial records as required by 24 CFR 570.502; and
- f. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

2. Retention

The OWNER shall retain all financial records, supporting documents, statistical records, and all other records pertinent to this Agreement for a period of at least four (4) years. The retention period begins on the date of the submission of the COUNTY's annual performance and evaluation report to HUD, as prescribed in 24 CFR 91.520, in which the activities assisted under the Agreement are reported on for the final time rather than from the date of submission of the COUNTY's final expenditure report for HUD's award to County. Notwithstanding the above, if there is litigation, claims, disputes, audits, negotiations or other actions that involve any of the records and that have started before the expiration of the four-year period, then all records must be retained until completion of the actions and final resolution of all issues, or the expiration of the four-year period, whichever occurs later.

3. Ownership of Documents

Each and every report, draft, map, record, plan, document and other writing produced (hereinafter "Documents"), prepared or caused to be prepared by OWNER, its officers, employees, agents, representatives, contractors and subcontractors, in the course of performing this Agreement, shall be and become the exclusive property of COUNTY, and COUNTY shall have the sole right to use such materials in its sole discretion without further compensation to OWNER or any other party. OWNER shall, at OWNER's own expense, provide such Documents to COUNTY upon COUNTY'S written request.

4. Disclosure

The OWNER understands that client information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of the COUNTY's or OWNER's responsibilities with respect to the work performed or the Project described in this Agreement, may be prohibited under state or federal law unless written consent is obtained from such person benefitting from the work performed under this Agreement or the Project and, in the case of a minor, that of a responsible parent/guardian.

5. Close-outs

The OWNER also agrees to comply with all grant closeout procedures set forth in 24 CFR § 570.509 and all applicable requirements set forth in 2 CFR Part 2400 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. The OWNER's obligations to the COUNTY shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the COUNTY), and determining the custodianship of records.

Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the OWNER has control over CDBG Funds, including program income.

6. Audits & Inspections

All OWNER records with respect to any matters covered by this Agreement shall be made available to COUNTY, HUD, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make copies, excerpts or transcripts of all relevant data. Any deficiencies, audit findings, or required corrective actions noted in audit reports must be fully cleared by the OWNER within 30 days after receipt by OWNER unless a longer time period is agreed upon in writing by the COUNTY. OWNER hereby agrees to have an annual program-specific audit conducted by a certified public accounting firm in accordance with 2 CFR Part 2400 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and current COUNTY policy and requirements concerning audits.

If this Agreement exceeds ten thousand dollars (\$10,000.00), OWNER shall be subject to the examination and audit of the California State Auditor, at the request of the COUNTY or as part of any audit of the COUNTY, for a period of three (3) years after final payment under this Agreement (Cal. Govt. Code Section 8546.7). OWNER shall participate in any audits and reviews, whether by COUNTY or the State, at no charge to COUNTY.

If federal, state or COUNTY audit exceptions are made relating to this Agreement, OWNER shall reimburse all costs incurred by federal, state, and/or COUNTY governments associated with defending against the audit exceptions or performing any audits or follow-up audits, including but not limited to: audit fees, court costs, attorneys' fees based upon a reasonable hourly amount for attorneys in the community, travel costs, penalty assessments and all other costs of whatever nature. Immediately upon notification from COUNTY, OWNER shall reimburse the amount of the audit exceptions and any other related costs directly to COUNTY as specified by COUNTY in the notification.

7. Access to Records

The OWNER shall furnish and cause each of its own contractors and subcontractors to furnish all information and reports required hereunder and will permit access to books, records and accounts by the COUNTY, HUD or other authorized officials or their agents, to ascertain compliance with the laws, rules, regulations, executive orders, ordinances, resolutions, guidelines, policies, directives, standards and provisions stated in this Agreement or the CDBG program.

C. Reports

OWNER shall provide HCD with a monthly Project Status and Completion Report (Report) on HCD's form (Exhibit F). Upon completion of the Statement of Work, OWNER shall complete and submit Section III of the Report documenting an unduplicated count of persons benefiting from the completion of the Statement of Work. The Report shall contain, without limitation, the household income level, and race and ethnicity of each client assisted as a result of the completion of the Statement of Work, and other data as may be requested by HCD). Annually

thereafter, for a period of five (5) years, OWNER shall complete Section IV of the Report and submit the Report to HCD by June 30 of each year. If OWNER fails to complete and submit required reports, COUNTY may withhold CDBG Funds until the required written CDBG Reports are received.

## VIII. PERSONNEL & PARTICIPANT CONDITIONS

### A. Civil Rights

#### 1. Compliance

The OWNER shall comply with Santa Barbara County Codes, Chapter 2 Administration, Article XIII. Unlawful Discrimination, County Contracts and with Title VI of the Civil Rights Act of 1964 (42 U.S.C., §§ 2000d *et seq.*), Title VIII of the Civil Rights Act of 1968 (42 U.S.C., §§ 3601 *et seq.*), Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 (42 U.S.C., §§ 5301 *et seq.*), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C., §§ 791 *et seq.*), the Americans with Disabilities Act of 1990 (42 U.S.C., §§ 12101 *et seq.*), the Age Discrimination Act of 1975 (42 U.S.C., §§ 6101 *et seq.*), Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086, and all implementing regulations, and all as may be amended.

#### 2. Nondiscrimination

The OWNER shall comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCD Act are still applicable. In addition, COUNTY'S Unlawful Discrimination Ordinance (Article XIII of Chapter 2 of the Santa Barbara COUNTY Code) applies to this Agreement and is incorporated herein by this reference with the same force and effect as if the Ordinance were specifically set out herein and OWNER agrees to comply with said Ordinance.

#### 3. Land Covenants

This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 (42 U.S.C., §§ 2000d *et seq.*)(P.L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Agreement, the OWNER shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the COUNTY and the United States are beneficiaries of and entitled to enforce such covenants. The OWNER, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

#### 4. Section 504

The OWNER shall comply with all Federal regulations issued pursuant to and in compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which

prohibits discrimination against qualified individuals with disabilities or handicaps in any Federally assisted program.

5. Relocation Requirements

The OWNER agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606 (42 U.S.C., §§ 4601 *et seq.*, and all implementing regulations, including, but not limited to, those set forth in Title 24 C.F.R. Part 42 and 49 C.F.R. Part 24, all as may be amended). The OWNER shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606 (b)(2), i.e., persons that are displaced as a direct result of demolition, renovation, major rehabilitation or acquisition for a CDBG-assisted project. The OWNER also agrees to comply with applicable COUNTY ordinances, resolutions and policies concerning the displacement of persons from their residences.

6. Program Income

The use of program income by OWNER shall comply with the requirements set forth in 24 CFR 570.504. Additionally, upon expiration of this Agreement, the OWNER shall remit to the COUNTY any CDBG Funds on hand at the time of expiration, any accounts receivable attributable to the use of CDBG Funds, and all program income balances held by OWNER, with the exception of the following: those needed for immediate cash needs, cash balances of a revolving loan fund, cash balances from a lump sum drawdown, or cash or investments held for section 108 security needs. The reversion of any project related assets shall comply with 2 CFR Part 2400 and 24 CFR 570.502, 570.503, and 570.504, as applicable.

B. Affirmative Action

1. Approved Plan

The OWNER agrees that it shall be committed to carry out an Affirmative Action Program pursuant to and in accord with President's Executive Order 11246 of September 24, 1966. The OWNER shall submit to COUNTY a plan for an Affirmative Action program prior to OWNER's receipt of funds. COUNTY's acceptance of OWNER's Affirmative Action Program shall not be deemed to be or construed as OWNER's compliance with Executive Order 11246 or any other applicable Federal or state law, regulation, rule, executive order, ordinance, resolution, guideline, policy, directive, or standard.

2. Women- and Minority-Owned Businesses (W/MBE)

The OWNER will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this Agreement, as referenced in "D/MBE/WBE Implementation Guidelines" attached hereto and incorporated herein as Exhibit G. As used in this Agreement, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are African-Americans, Spanish-speaking,

Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The OWNER may rely on written representations by businesses regarding their status as minority and women's business enterprises in lieu of an independent investigation.

3. Access to Records

The OWNER shall furnish and cause each of its own contractors and subcontractors to furnish all information and reports required hereunder and will permit access to all books, records and accounts by the COUNTY, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

4. Notifications

The OWNER will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by HUD, advising the labor union or workers' representative of the OWNER's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

The OWNER will, in all solicitations or advertisements for employees placed by or on behalf of the OWNER; state that it is an Equal Opportunity and Affirmative Action employer.

6. Contract and Subcontract Provisions

The OWNER will include the provisions of Sections VIII.A, Civil Rights, and VIII.B, Affirmative Action, in every contract or subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own contractors and subcontractors.

C. Employment Restrictions

1. Prohibited Activity

The OWNER is prohibited from using CDBG Funds provided herein or personnel employed in the performance of work under this Agreement for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities. The OWNER agrees to comply with the Federal Labor Standards Provisions attached hereto and incorporated herein as Exhibit H.

2. "Section 3" Clause

a. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

b. OWNER agrees to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, OWNER certifies that it is under no contractual or other impediment that would prevent it from complying with the part 135 regulations.

c. OWNER agrees, and will cause its contractors, to send to each labor organization or representative of workers with which the OWNER or contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the OWNER'S or contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

d. The OWNER agrees, and will cause its contractors, to include this section 3 clause in every contract or subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the contract or subcontract or in this section 3 clause, upon a finding that the contractor or subcontractor is in violation of the regulations in 24 CFR part 135. The OWNER will not contract with or permit its contractors to subcontract with any contractor or subcontractor where the OWNER has notice or knowledge that the contractor or subcontractor has been found in violation of the regulations in 24 CFR part 135.

e. The OWNER will certify, and cause its contractors and subcontractors to certify, that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

f. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

3. Labor Standards Requirements

The OWNER shall comply with labor standards requirements as set forth in 24 CFR 570.603, and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement.

D. Conduct

1. Assignability

The OWNER shall not assign or transfer any interest in this Agreement without the prior written consent of the HCD thereto and any attempt to so assign or transfer without such consent shall be void and without legal effect and shall constitute grounds for

termination; provided, however, that claims for money due or to become due to the OWNER from the COUNTY under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the COUNTY.

2. Contracts and Subcontracts

a. Approvals

The OWNER shall not enter into any contracts or subcontracts with any agency or individual in the performance of this Agreement without the written consent of the HCD prior to the execution of such agreement.

b. Monitoring

The OWNER will monitor all contracted and subcontracted work and services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content

The OWNER shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any contract or subcontract executed in the performance of this Agreement.

d. Selection Process

The OWNER shall undertake to insure that all contracts and subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all contracts and subcontracts shall be forwarded to the COUNTY along with documentation concerning the selection process.

3. Hatch Act

The OWNER agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of 5 U.S.C., §§ 7321 *et seq.* or 5 CFR Parts 733 and 734, all as may be amended.

4. Conflict of Interest

The OWNER agrees to abide by the provisions of 2CFR 200.112, 2 CFR Part 2400, and 24 CFR 570.611, which include (but are not limited to) the following:

a. The OWNER shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.

b. No employee, officer or agent of the OWNER shall participate in the selection, or in the award, or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.



- c. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the COUNTY, the OWNER, or any designated public agency.
- d. The OWNER shall promptly disclose to the COUNTY, in writing, any potential conflict of interest.

5. Lobbying

The OWNER hereby certifies that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
- c. It will require that the language of paragraph (a), (b), (c) and (d), immediately below, of this certification be included in the award documents for all awards and subawards at all tiers (including subcontracts, subgrants, contracts, and grants under grants, loans, and cooperative agreements) and that OWNER and all contractors and subcontractors shall certify and disclose accordingly:
- d. Lobbying Certification  
This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

6. Copyright

If this Agreement results in any copyrightable material or inventions, the COUNTY and/or HUD reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

COUNTY shall be the owner of the following items incidental to the Agreement upon production, whether or not completed: all data collected, all documents of any type whatsoever, and any material necessary for the practical use of the data and/or documents from the time of collection and/or production whether or not performance under this Agreement is completed or terminated prior to completion. OWNER shall not release any materials under this section except after prior written approval of COUNTY.

No materials produced in whole or in part under this Agreement shall be subject to copyright in the United States or in any other country except as determined at the sole discretion of COUNTY. COUNTY shall have the unrestricted authority to publish, disclose, distribute, and otherwise use in whole or in part, any reports, data, documents or other materials prepared under this Agreement.

7. Religious Activities

The OWNER agrees that CDBG Funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

8. Conditions for Religious Organizations

If OWNER represents that it is, or may be deemed to be, a religious or denominational institution or organization or an organization operated for religious purposes which is supervised or controlled by or in connection with a religious or denominational institution or organization, OWNER agrees that:

- a. It will not discriminate against any employee or applicant for employment on the basis of religion and will not limit employment or give preference in employment to persons on the basis of religion;
- b. It will not discriminate against any person applying for the use or occupancy of the facility to be constructed as part of the Project on the basis of religion and will not limit the use or occupancy of the facility to be constructed as part of the Project or give preference to persons on the basis of religion;
- c. It will provide no religious instruction or counseling, conduct no religious worship or religious services, engage in no religious proselytizing, and exert no other religious influence in carrying out the Project; and
- d. The portion of a facility assisted in whole or in part under this Agreement shall contain no sectarian or religious symbols or decorations.

OWNER shall comply with all applicable conditions of 24 CFR 570.200(j) prescribed by HUD for the use of CDBG Funds by religious organizations if OWNER is a religious organization.

9. Federal Contracts

The OWNER agrees that every person or entity that requests or receives a federal contract, grant, loan or cooperative agreement from or through a federal agency or receives or requests from or through a federal agency a commitment that would provide for the United States to insure or guarantee a loan must file with that agency a written declaration and certify that he, she or it has not made and will not make any prohibited expenditure. Further, any person or entity that requires or receives from a person or entity referred to above, a contract or subcontract under a federal contract, a subgrant or grant under a federal grant, or a contract or subcontract to carry out any purpose for which a particular federal loan is made, or contract or subcontract under a federal cooperative agreement, is required to file a written declaration with the person or entity that received the federal contract, grant, loan or commitment to insure or guarantee a loan.

This Agreement is subject to and incorporates the terms of the Housing and Community Development Act of 1974, 24 CFR Part 570, and COUNTY'S CDBG Program Guidelines, all as may be amended.

10. Drug Free Workplace

The OWNER shall comply with the Federal Drug-Free Workplace Act (41 U.S.C., §§ 8101 *et seq.*), and shall make all good faith efforts to continue to maintain a drug-free workplace, including establishing a drug-free awareness program to inform employees about the dangers of drug abuse and the OWNER's policy and penalties for drug abuse violations occurring in the workplace. In addition, OWNER agrees to provide a drug-free workplace in accordance with the COUNTY's Drug Free Workplace Policy as follows:

- A. OWNER will publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the OWNER's workplace and will specify the actions that will be taken against employees for violation of such prohibition.
- B. OWNER will establish an ongoing drug-free awareness program to inform employees about:
  - 1. The dangers of drug abuse in the workplace;
  - 2. The OWNER's policy of maintaining a drug-free workplace;
  - 3. Any available drug counseling, rehabilitation, and employee assistance programs; and
  - 4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

- C. OWNER will require that each employee to be engaged in the performance of the Agreement be given a copy of the statement specified in paragraph A.
- D. OWNER will notify the employee that, as a condition of employment under the Agreement, the employee will:
  - 1. Abide by the terms of the statement specified in paragraph A; and
  - 2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.
- E. OWNER will notify the COUNTY in writing, within ten calendar days after receiving notice under paragraph D from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice to every grant officer or other designee on whose Agreement activity the convicted employee was working.
- F. OWNER will take one of the following actions, within 30 calendar days of receiving notice under paragraph D, with respect to any employee who is so convicted:
  - 1. Take appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973 (29 U.S.C., §§ 701 *et seq.*), as amended; or
  - 2. Require such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, state, or local health, law enforcement, or other appropriate agency.
- G. OWNER agrees to make a good faith effort to maintain a drug-free workplace through implementation of paragraphs A, B, C, D, E, and F.

11. Criminal Disclosure

OWNER must disclose, in a timely manner, in writing to the COUNTY all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the award. Failure to make required disclosures can result in any of the remedies described in 2 CFR §200.338 Remedies for noncompliance, including suspension or debarment. (See also 2 CFR parts 180 and 2424 and 31 U.S.C. 3321.)”

**IX. ENVIRONMENTAL CONDITIONS**

A. Air and Water

The OWNER shall comply with the following requirements insofar as they apply to the performance of this Agreement:

- 1. Clean Air Act, 42 U.S.C. , 7401, *et seq.*;

2. Federal Water Pollution Control Act, , 33 U.S.C., §§ 1251 *et seq.*, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder, all as may be amended;
3. Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as may be amended.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001 *et seq.*), 44 CFR Parts 59 through 79, and Executive Order 11988 relating to the evaluation of flood hazards, prevention, control, and abatement of water pollution, the OWNER shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint

The OWNER agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

D. Historic Preservation

The OWNER shall comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470 *et seq.*) as applicable and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this Agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

X. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

XI. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not affect the meaning, construction or effect of the terms of this Agreement.

**XII. WAIVER**

The COUNTY's failure to act with respect to a breach by the OWNER shall not constitute or be construed as a waiver of COUNTY'S rights with respect to subsequent or similar breaches. Any delay or failure of the COUNTY to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision, and every power and remedy given by this Agreement to COUNTY shall be exercised from time to time and as often as may be deemed expedient in the sole discretion of COUNTY.

**XIII. ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the COUNTY and the OWNER for the OWNER's use of funds received under this Agreement and it supersedes all prior and contemporaneous communications and proposals, whether electronic, oral, or written between the COUNTY and the OWNER with respect to this Agreement. Each party waives their future right to claim, contest or assert that this Agreement was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver or estoppel.

**XIV. REMEDIES NOT EXCLUSIVE**

No remedy herein conferred upon or reserved to COUNTY is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.

**XV. TIME IS OF THE ESSENCE**

Time is of the essence in this Agreement and each covenant and term is a condition herein.

**XVI. NONEXCLUSIVE AGREEMENT**

OWNER understands that this is not an exclusive Agreement and that COUNTY shall have the right to negotiate with and enter into contracts with others providing the same or similar work or services as those provided by OWNER as the COUNTY desires.

**XVII. CALIFORNIA LAW**

This Agreement shall be governed by the laws of the State of California. Any litigation regarding this Agreement or its contents shall be filed in the County of Santa Barbara, if in state court, or in the federal district court nearest to Santa Barbara County, if in federal court.

**XVIII. EXECUTION OF COUNTERPARTS**

This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

**XIX. AUTHORITY**

All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s) and that all formal requirements necessary or required by any local, state and/or federal law

in order to enter into this Agreement have been fully complied with. Furthermore, by entering into this Agreement, OWNER hereby warrants that it shall not have breached the terms or conditions of any other contract or agreement to which OWNER is obligated, which breach would have a material effect hereon.

**XX. PRECEDENCE**

In the event of conflict between the provisions contained in the numbered sections of this Agreement and the provisions contained in the Exhibits to this Agreement, the provisions of the Agreement shall prevail over those in the Exhibits.

[Signatures on Following Page]

IN WITNESS WHEREOF, COUNTY and OWNER have executed this Agreement by the respective authorized officers as set forth below to be effective on the date executed by the COUNTY.

ATTEST:  
MONA MIYASATO  
CLERK OF THE BOARD

COUNTY OF SANTA BARBARA:

By: \_\_\_\_\_  
Deputy Clerk

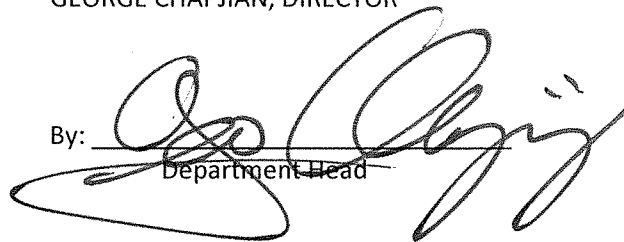
By: \_\_\_\_\_  
JOAN HARTMANN  
Chair, Board of Supervisors

Date: \_\_\_\_\_

APPROVED AS TO ACCOUNTING FORM:  
THEODORE A. FALLATI, CPA  
AUDITOR-CONTROLLER


COUNTY OF SANTA BARBARA, COMMUNITY  
SERVICES DEPARTMENT:  
GEORGE CHAPJIAN, DIRECTOR

By:  \_\_\_\_\_  
Deputy Auditor- Controller

By:  \_\_\_\_\_  
Department Head

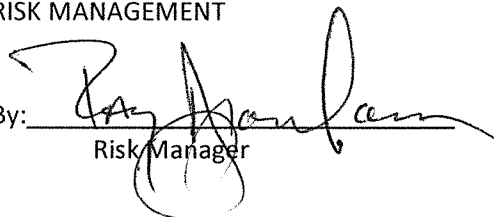
APPROVED AS TO FORM:  
MICHAEL C. GHIZZONI  
COUNTY COUNSEL

OWNER: CUYAMA VALLEY RECREATION DISTRICT

By:  \_\_\_\_\_  
Deputy County Counsel

By: \_\_\_\_\_  
Board President

APPROVED AS TO FORM:  
RAY AROMATORIO, ARM, AIC  
RISK MANAGEMENT

By:  \_\_\_\_\_  
Risk Manager



IN WITNESS WHEREOF, COUNTY and OWNER have executed this Agreement by the respective authorized officers as set forth below to be effective on the date executed by the COUNTY.

**ATTEST:**  
MONA MIYASATO  
CLERK OF THE BOARD

**COUNTY OF SANTA BARBARA:**


By: \_\_\_\_\_  
Deputy Clerk

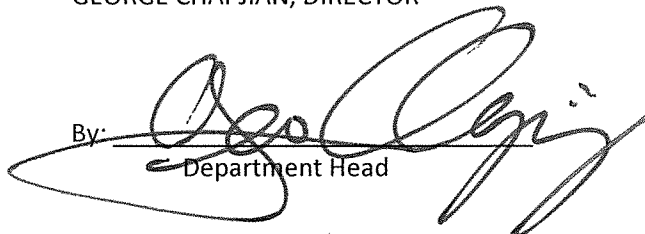
By: \_\_\_\_\_  
JOAN HARTMANN  
Chair, Board of Supervisors

Date: \_\_\_\_\_

**APPROVED AS TO ACCOUNTING FORM:**  
THEODORE A. FALLATI, CPA  
AUDITOR-CONTROLLER

**COUNTY OF SANTA BARBARA, COMMUNITY SERVICES DEPARTMENT:**  
GEORGE CHAPJIAN, DIRECTOR

By:  \_\_\_\_\_  
Deputy Auditor- Controller

By:  \_\_\_\_\_  
Department Head

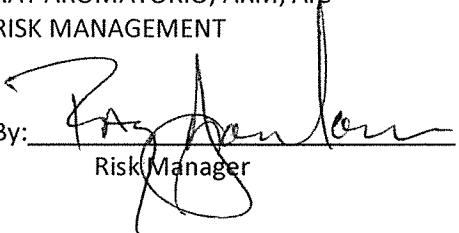
**APPROVED AS TO FORM:**  
MICHAEL C. GHIZZONI  
COUNTY COUNSEL

**OWNER: CUYAMA VALLEY RECREATION DISTRICT**

By:  \_\_\_\_\_  
Deputy County Counsel

By: \_\_\_\_\_  
Board President

**APPROVED AS TO FORM:**  
RAY AROMATORIO, ARM, AIC  
RISK MANAGEMENT

By:  \_\_\_\_\_  
Risk Manager

## EXHIBIT A

### SCOPE OF WORK FOR CDBG CAPITAL PROJECTS

Project Name: Cuyama Valley Recreation District  
Project #: 7C03CO

AGREEMENT AMOUNT: \$341,000

#### INTRODUCTION

This Scope of Work is attached to and incorporated into the Subrecipient Agreement (Agreement) between the County of Santa Barbara (COUNTY) and Cuyama Valley Recreation District (OWNER). The purpose of this Scope of Work is to further describe the project requirements referenced in the Agreement.

#### 1. FEDERAL REGULATORY INFORMATION

- A. CDBG National Objective: *Benefit to low- and moderate- income (LMI) persons*

HUD Matrix Code:

Proposed Number of beneficiaries: 580

- B. Beneficiaries. Beneficiaries who will benefit from the project are to be counted by the total number of (check one):

PEOPLE:  count person(s) served or  include all members of the family

OR

HOUSEHOLDS (all members of a household are counted as one household)

- C. The Project will be carried out under (check one):

24 CFR 570.208(a)(1) Area Benefit  
List neighborhoods and census tracts in which the Activity will be carried out:

Neighborhoods:

Census Tracts: 001800

OR

24 CFR 570.208(a)(2) Limited Clientele

Select which method of income verification that must be used:

Self-Certification. Provide justification for using self-certification.

OR

Verification of income per 24 CFR Part 5.609 (referred to as "Part 5")

OR

Presumed Benefit: Homeless Persons per 24 CFR Part 570.208 (a) (2) (A). No income qualification of clients is required; provided, however, that the subrecipient exclusively serves persons who meet the HUD definition of Presumed Beneficiaries as provided in the subrecipient's by-laws, charter, or Articles of Incorporation.

## **2. ACTIVITY DESCRIPTION/PERFORMANCE GOALS**

### **Scope of Work to be performed**

The Cuyama Valley Recreation District is the sole provider of recreational opportunities to the Cuyama Valley. The service area includes 3 low-income areas of Santa Barbara County (New Cuyama, Cuyama & Ventucopa). The 13 acre park is in desperate need of upgrading.

The project includes construction of permanent restrooms that will allow participants to remain at the events/activities for extended periods of time. The project also includes construction of a small concession area adjacent to the restrooms in order to facilitate safe food handling/sales for events/activities held at the park.

A skate park will also be constructed. The Cuyama Valley is a very low-income community and we need to provide no to low cost activities for our residents to participate in. Since there are very few actual sidewalks in New Cuyama and skating on our poorly paved roads is a hazard, a free skate park is the ideal solution for youth engagement

### **Goals and Community Impact**

The outcome of the restroom/concession project will be a cleaner, safer park that will entice community members and tourists to participate in more events/activities for a longer duration.

A free use skate park will be open from dawn to dusk for skaters to enjoy. The outcome will be less skateboarding accidents on the unimproved streets, more people engaging in outdoor physical activity at our park, and juveniles will be positively engaged in a healthy activity.

### **Local Jurisdictions rules and regulations**

Owner agrees that it has read and understands the local jurisdiction's rules and regulations and local codes pertaining to the work and that all work will be permitted with the municipality and completed according to its rules and regulations.

### 3. REPORTING

Data collection must be completed demonstrating income eligibility and achievements met towards meeting the objectives described in Section 2 Activity Description. The disbursement of funds is contingent upon the receipt of the required information.

OWNER shall submit the following reports to the Division of Housing and Community Development (HCD) using the form provided by HCD and attached as an Exhibit to the Subrecipient Agreement:

- a. Monthly project status report (Exhibit F, Sections I & II)
- b. Completion Report (Exhibit F, Sections I & III)
- c. Annual Report, submitted annually for five years following the completion of the project (Exhibit F, Sections I & IV)

\*HCD will provide a form for the collection of beneficiary income and demographic information which includes (not applicable to projects qualified as "Area Benefit" under Section 1. C:

- Unique identifier: Name and address
- Whether the head of household is female and/or disabled
- Whether the head of household is aged 62 years or older
- Total number of household members
- Total income of all household members
- Ethnicity: Hispanic or Latino OR Not Hispanic or Latino of each household member
- The race of each household member: White, Black or African American, Asian, American Indian or Alaska Native, Native Hawaiian or Other Pacific Islander, American Indian or Alaska Native and White, Asian and White, Black or African American and White, American Indian or Alaska Native and Black or African American, Other Multi-Racial.  
*NOTE: Both ethnicity AND race category must be selected for each household member*
- Signature attesting to the accuracy of the information submitted.

### 4. RECORD-KEEPING AND MONITORING

The SUBRECIPIENT shall retain all financial records, supporting documents, statistical records, and all other records pertinent to this Agreement for a period of at least four (4) years. The retention period begins on the date of the submission of the COUNTY's annual performance and evaluation report to HUD, as prescribed in 24 CFR 91.520 (See Section VII.B.2 of the Agreement). Files shall be made available to the County, the Department of Housing and Urban Development, the Office of Inspector General, the General Accounting Office, or any other federal regulatory agency, upon request for monitoring purposes.

1. Agreement between County and Owner
2. Draw Requests and supporting documentation
3. Beneficiary Data
4. Annual audits
5. Records of compliance with federal procurement rules when the Owner awards contracts, utilizing CDBG funds, for services, supplies, materials or equipment, that are in the amount of \$100,000 or more, or when CDBG funds, in any amount, are used for construction activities. SubGrantees should follow their local jurisdictions or State procurement policies; provided that they are not in conflict with applicable federal law. Labor clauses contained in HUD-4010 and the applicable Davis-Bacon wage rate decision must be a physical part of a bid package. *2 CFR Part 2400 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*
  - a. Copies of bid documents
  - b. Copies of contracts
  - c. Copies of all payments and supporting documentation to contractors and vendors
6. Records pertaining to Labor Laws and Requirements  
*<http://www.hud.gov/offices/adm/hudclips/forms/files/4010.pdf>*
7. Davis-Bacon wage rate decisions when project costs are \$2,000 or more
8. Davis-Bacon weekly payroll records, including overtime records
9. Section 3 outreach efforts, for contracts between the County and SubGrantee that are in the amount of \$100,000 or more, and for contracts between the SubGrantee and its sub-contractors that are in the amount of \$200,000 or more
10. Women and Minority Business Enterprise - outreach efforts and records of contracts with woman- and minority-owned businesses
11. Copies of contracts with sub-contractors
12. Records of lead-based paint assessment, abatement and final clearance, if applicable
13. Records of asbestos assessment, abatement and final clearance, if applicable
14. Records of acquisition and/or relocation, if applicable

# Exhibit B

## BUDGET

Project Name: Cuyama Valley Recreation District  
Project #: 7C03CO

### 1. Project Budget

Owner understands and agrees that both Phase 1 and Phase 2 of the Project must be completed in order for the Project to be eligible for CDBG funds. If any part of the Project identified in Exhibit A Scope of Work or Exhibit B Budget is not completed, Owner agrees to repay to County any and all CDBG funds paid to the Owner for the Project. Owner also agrees that the Project will be completed in accordance with the timeline in Section 2 or the Project may be deemed by County as ineligible for CDBG funds.

#### Phase 1

	COUNTY CDBG	OWNER FUNDS	TOTAL BUDGET
Designs, Permits, Inspections, Environmental Studies	\$30,000	\$0	\$30,000
Total Phase 1 Budget	\$30,000	\$0	\$30,000

#### Phase 2

Phase 2 Requirements: Owner agrees that no work shall begin on Phase 2 until a "Phase 2 Notice to Proceed" has been provided by County to Owner. A Phase 2 Notice to Proceed will be provided by County upon the completion of all of the following:

1. Completion of Phase 1 (design, permits, inspections, and environmental studies).
2. Environmental Review (ER) has been completed by County in accordance with the National Environmental Policy Act (NEPA). County may require the completion and submittal to County of (a) Phase 1 Environmental Site Assessment and (b) NEPA Environmental Assessment, completed by a qualified engineer or consultant at Owner's expense.
3. This Agreement has been executed by all parties.
4. County is in receipt of FY 2017 CDBG funds from HUD.

	COUNTY CDBG	OWNER FUNDS	TOTAL BUDGET
Restroom/ Concession Building	\$206,000	\$0	\$206,000
Skate Park	80,000		80,000
Site Work and fencing	25,000		25,000
Total Phase 2 Budget	\$311,000	\$0	\$311,000

The amounts in each line item may be adjusted with the approval of HCD; provided, however, that the total contract amount does not change and the level of environmental review completed for the project is still applicable.

## 2. Timeline

Owner agrees that County may cancel the Project and deem it ineligible for CDBG funds if Owner fails to show satisfactory progress in accordance with this timeline, as determined by County, and Owner agrees to repay County all CDBG funds paid to Owner for the Project. Owner further agrees that County may cancel the Project and Owner will repay County for any CDBG funds paid to Owner if more than sixty (60) calendar days elapse between the completion of Phase 1 and the start of Phase 2.

Item	Milestone	Completion Date
Phase 1	Funding Available for Project	November 14, 2017
	Receive Phase 1 Notice to Proceed from HCD	November 21, 2017
	Complete Environmental Review	January 21, 2018
Phase 2	Receive Phase 2 Notice to Proceed from HCD	February 1, 2018
	Advertise for Competitive Construction Bids	February 15, 2018
	Construction Contract Award	March 15, 2018
	Construction Begins	April 15, 2018
	50% Complete	July 01, 2018
	Project Completion	September 01, 2018
	Final Billing Submitted	September 30, 2018

This timeline may be revised from time-to-time as authorized by the Director of CSD. Revisions or project delays must be communicated to HCD staff. In any event the project must be completed and all project expenditures reimbursed with CDBG funds by September 30, 2018.

## 3. Draw Requests

Draw requests must include:

- a. Expenditure Summary and Payment Request (ESPR) – County form
- b. Supporting documentation (to include all check items below):

- Third-party invoices or receipts
- Proof of payment, such as copies of cancelled checks
- Lien Waivers
- Davis-Bacon Certified Payrolls, reviewed and approved by the Subrecipient
- Payroll records, including timesheets delineating time worked on CDBG-eligible activities and payroll journals showing gross pay and deductions (if salaries are included in the project budget)

EXHIBIT C

EXPENDITURE SUMMARY AND PAYMENT REQUEST (ESPR)

FY 2017 - 18  
July - June

INSTRUCTIONS: Complete tab 2 first, then complete only the yellow shaded cells on tab 1. Print, sign and submit.

Agency Name Cuyama Valley Recreation District  
 Program Name Park Improvements  
 Address \_\_\_\_\_  
 Contact Person Angel Cannon  
 Phone 661-766-2270  
 Email cuyamares@gmail.com

Invoice/Request # \_\_\_\_\_ Revised

Date Submitted \_\_\_\_\_  
 Check one: CDBG  HOME

IDIS # \_\_\_\_\_

HCD Project # \_\_\_\_\_

PO/Contract No \_\_\_\_\_

Report Period: \_\_\_\_\_  
 (enter month for capital projects and quarter for public services)

Month \_\_\_\_\_

Quarter \_\_\_\_\_  
 Qtr 1 (July - Sep)  Qtr 2 (Oct - Dec)

Qtr 3 (Jan - Mar)  Qtr 4 (Apr - Jun)

SUBMIT COMPLETED FORM TO Matt Kropke Housing Program Specialist  
 Phone: 805-568-3533 Email: mkropke@sbccsd.org

I. GRANT BUDGET AND EXPENDITURES

BUDGET LINE ITEM	ACTIVITY	TOTAL GRANT BUDGET	TOTAL OF PREVIOUS DRAWDOWNS	REQUESTED DRAWDOWN THIS PERIOD	NEW AVAILABLE BALANCE
Cat. 1 Soft Costs		\$ 30,000.00	\$ -	\$ -	\$ 30,000.00
Cat. 2 Construction		\$ 311,000.00	\$ -	\$ -	\$ 311,000.00
Cat. 3 Enter budget line item			\$ -	\$ -	\$ -
<b>TOTAL</b>			\$ -	\$ -	\$ 341,000.00

Check this box if this is the final payment. Any balances will be rescinded and returned to the County.

Certification:

I certify to the best of my knowledge and belief that this report is true and complete, and I have reviewed all supporting documentation. Disbursements have been made for the purpose and conditions of this grant and have not been paid by any other source.

Manager / Fiscal Officer

Name \_\_\_\_\_ Title \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Administrator / Executive Director

Name \_\_\_\_\_ Title \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Public Service programs: Payment requests are due for each quarter by the 10th of the month following quarter end.

Capital Projects: Payment requests are due monthly by the 10th of the month following the reporting month.

This form has been tailored for the funding year noted in the upper-right corner of this form. Other ESPR forms are obsolete.



**Detailed Expenditures by Budget Line Item**

Complete the chart in each category as applicable. Do not enter information in the gray-shaded cells.

Budget Category 1: Architectur, Engineerir

Employee Name	CDBG Hrs	Total Hrs	% of CDBG		Gross Pay	CDBG Amt.
			hrs			
	40	80	0.50			0.00
<i>Copy information from your payroll summary</i>			<b>TOTAL</b>	<i>carried fwd to summary page</i>		<b>0.00</b>

See Salary Reporting Instruction on tab 3.

Submit copies of timesheets and payroll summaries or paycheck stubs to support salary expenses

By your signature on the cover page, you certify that the information contained herein accurately reflects source i.e. Employee timesheets and payroll summaries.

Budget Category 2: Renovation Work

Description	Inv. #	Inv. Date	Date Pd	Amount
<b>TOTAL</b>				<i>carried fwd to summary page</i>
				<b>0.00</b>

Submit copies of invoices or receipts and proof of payment (cancelled checks or copies of bank statements)

Budget Category 3: Enter budget line item

Description	Inv. #	Inv. Date	Date Pd	Amount
<b>TOTAL</b>				<i>carried fwd to summary page</i>
				<b>0.00</b>

Submit copies of invoices or receipts and proof of payment (cancelled checks or copies of bank statements)

**SALARIES MUST BE SUPPORTED WITH TIMESHEETS AND PAYROLL REGISTERS OR PAY STUBS**

Do not enter data in gray-shaded cells. Enter information from employees' timesheets and organization's payroll summaries. Include Employee Name, Total Hours, Total Hours spent on CDBG-funded program and Gross Pay. The percent of CDBG hours to total hours will calculate automatically. The CDBG Amount to be paid by the will calculate automatically.

Employee Name	CDBG Hrs	Total Hrs	% of CDBG hrs	Gross Pay	CDBG Amt.
Sarah Jones	40	80	0.50	1,000.00	500.00
<b>TOTAL</b>					<b>500.00</b>

*Copy information from your payroll summary to summary*

**Timesheets must include the following information:**

Employee Name	Employee Name and Title
Pay Period	The applicable pay period. The period may be for a duration of two weeks, twice a month, once a month, or other period, depending on your organization's payroll period.
Daily Hours Worked	The number of hours worked each day in the pay period must be allocated by funding source.
Total Hours Worked in the Pay Period	The total number of hours worked during the pay period must be shown. Transfer only the total hours to be paid by the CDBG grant to the Itemized Expenditure tap on the ESPR form.

**Payroll summaries or paycheck stubs must include the following information:**

Employee Name	Employee Name and Title
Check Number	Paycheck Number applicable to Pay Period. If Direct Deposit, show direct deposit transaction number.
Pay Period	The applicable pay period. The period may be for a duration of two weeks, twice a month, once a month, or other period, depending on your organization's payroll period.
Total Hours Worked in Pay Period	Total number of hours worked by the employee during the pay period.
Gross Pay for Pay Period	Total gross amount of pay earned by the employee during Pay Period.
Deductions	All deductions must be clearly identified, including federal, state, local taxes, deductions for employee-paid health benefits and all other deductions.
Net Pay	Gross pay, less deductions, paid to employee.

**Checklist for Payments Requests**

**Salaries**

	Timesheets documenting all hours worked by funding source
	Timesheets signed by the employee and his/her supervisor
	Payroll registers or paystubs showing gross pay and deductions for each employee covered
	Invoices, contracts or rate schedules from insurance provide if charges are included

**Materials/supplies/services**

	Third-Party Invoices or receipts
	Proof of Payment – copies of cancelled checks or bank statements
	Costs paid by and reimbursed to employees - include proof of payment
	Costs were incurred during the contract period
	Costs are eligible per approved contract budget

**General**

	Pay request is submitted on County's "Expenditure Summary and Payment Request" (ESPR) form
	Pay request signed by the Executive Director or designee (If designee, submit letter from ED)
	Pay request signed by the Chief Financial Officer or designee (If designee, submit letter from ED)
	Box is checked for final payment, if applicable (Balance will be rescinded and used for other projects)
	Complete Beneficiary Report submitted when due

*Public Services: Due by the 10<sup>th</sup> day following the end of each quarter*

## EXHIBIT D

### County of Santa Barbara Housing and Community Development Division

#### FEDERAL TERMS AND CONDITIONS

This Project is being assisted by the U.S. Department of Housing and Urban Development. The following Federal provisions must be included into the contract pursuant to the provisions applicable to Federal assistance, such as Community Development Block Grant (CDBG), HOME Investments Partnership Program and Emergency Shelter Grants (ESG). During the performance of the contract, the Contractor must agree to comply with all applicable Federal laws and regulations including but not limited to each of the following:

#### **A. Equal Opportunity**

During the performance of this Contract, the Contractor agrees as follows:

1. The Contractor will comply with Executive Order 11246 of September 24, 1965 entitled Equal Employment Opportunity as amended by Executive Order 11375 of October 1967 as supplemented in Department of Labor regulations (41 CFR chapter 60).
2. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to insure that applicants are employed and that employees are treated equally during employment, without regard to race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment upgrading, demotion, transfer, recruitment, or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the County of Santa Barbara setting forth the provisions of this nondiscrimination clause.
3. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to their race, color, religion, sex, or national origin.
4. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

6. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
7. The Contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided, however,* that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.
8. The Contractor shall file, and shall cause each of his subcontractors to file, Compliance Reports with the contracting agency or the Secretary of Labor as may be directed. Compliance Reports shall be filed within such times and shall contain such information as to the practices, policies, programs, and employment policies, programs, and employment statistics of the contractor and each subcontractor, and shall be in such form, as the Secretary of Labor may prescribe.
9. Bidders or prospective contractors or subcontractors may be required to state whether they have participated in any previous contract subject to the provisions of this Order, or any preceding similar Executive order, and in that event to submit, on behalf of themselves and their proposed subcontractors, Compliance Reports prior to or as an initial part of their bid or negotiation of a contract.
10. Whenever the Contractor or subcontractor has a collective bargaining agreement or other Contract or understanding with a labor union or an agency referring workers or providing or supervising apprenticeship or training for such workers, the Compliance Report shall include such information as to such labor union's or agency's practices and policies affecting compliance as the Secretary of Labor may prescribe: *Provided,* That to the extent such information is within the exclusive possession of a labor union or an agency referring workers or providing or supervising apprenticeship or training and such labor union or agency shall refuse to furnish such information to the contractor, the contractor shall so certify to the Secretary of Labor as part of its Compliance Report and shall set forth what efforts he has made to obtain such information.
11. The Secretary of Labor may direct that any bidder or prospective contractor or subcontractor shall submit, as part of his Compliance Report, a statement in writing, signed by an authorized officer or agent on behalf of any labor union or any agency referring workers or providing or supervising apprenticeship or other training, with

which the bidder or prospective contractor deals, with supporting information, to the effect that the signer's practices and policies do not discriminate on the grounds of race, color, religion, sex or national origin, and that the signer either will affirmatively cooperate in the implementation of the policy and provisions of this order or that it consents and agrees that recruitment, employment, and the terms and conditions of employment under the proposed contract shall be in accordance with the purposes and provisions of the order. In the event that the union, or the agency shall refuse to execute such a statement, the Compliance Report shall so certify and set forth what efforts have been made to secure such a statement and such additional factual material as the Secretary of Labor may require.

12. The Contractor will cause the foregoing provisions to be inserted in all subcontracts for work covered by this Agreement so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

**B. Disadvantaged/Minority/Women Business Enterprise Federal Regulatory Requirements under 2 CFR 200.321**

1. The Contractor will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible.
2. Affirmative steps shall include:
  - i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
  - ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
  - iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
  - iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;
  - v. Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce; and

**C. Section 3 Clause in accordance with Federal Regulatory Requirements under 24 CFR 135.38**

1. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

2. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
3. The Contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
4. The Contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
5. The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
6. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
7. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

**D. Copeland "Anti-Kickback" Act (18 U.S.C. 874)**

Contractor shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3).

**E. Compliance with Labor Standard Provisions**

Contractor shall comply with all provisions contained in the form HUD-4010, Federal Labor Standards Provisions, attached hereto as **Exhibit A** and incorporated by this reference.

**F. Requirements and Regulations pertaining to Data and Design**

All data and design and engineering work created under this Agreement shall be owned by the District and shall not be subject to copyright protection. The rights to any invention which is developed in the course of this Agreement shall be the property of the District.

**G. Requirements and Regulations Pertaining to Reporting**

1. Contractor shall comply with the reporting requirements contained in **Exhibit B**, attached hereto and incorporated by this reference.
2. The County of Santa Barbara, the District, HUD and the Comptroller General of the United States or any of their duly authorized representatives shall be granted access to any books, documents, papers and records of Contractor which are directly pertinent the contract.

**H. Compliance with Clean Air Act and Clean Water Act.**

1. Contractor shall comply with all applicable standards, orders and requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857(h)).
2. Contractor shall comply with all applicable standards, orders and requirements issued under Section 508 of the Clean Air Act (33 U.S.C. 1368).
3. Contractor shall comply with Executive Order 11738 and Environmental Protection Agency regulations (40 CFR part 15).



## EXHIBIT E

### Indemnification and Insurance Requirements (For Construction Contracts)

#### INDEMNIFICATION

CONTRACTOR agrees to indemnify, defend (with counsel reasonably approved by COUNTY) and hold harmless COUNTY and its officers, officials, employees, agents and volunteers from and against any and all claims, actions, losses, damages, judgments and/or liabilities arising out of this Agreement from any cause whatsoever, including the acts, errors or omissions of any person or entity and for any costs or expenses (including but not limited to attorneys' fees) incurred by COUNTY on account of any claim except where such indemnification is caused by the active negligence, sole negligence, or willful misconduct of the COUNTY.

#### NOTIFICATION OF ACCIDENTS AND SURVIVAL OF INDEMNIFICATION PROVISIONS

CONTRACTOR shall notify COUNTY immediately in the event of any accident or injury arising out of or in connection with this Agreement. The indemnification provisions in this Agreement shall survive any expiration or termination of this Agreement.

#### INSURANCE

CONTRACTOR shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONTRACTOR, its agents, representatives, employees or subcontractors.

##### A. Minimum Scope and Limit of Insurance

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than \$2,000,000 per occurrence and \$4,000,000 in the aggregate.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), with limit no less than \$2,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
4. **Contractors' Pollution Legal Liability and/or Asbestos Legal Liability:** (if project involves environmental hazards) with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.

If the CONTRACTOR maintains higher limits than the minimums shown above, the COUNTY requires and shall be entitled to coverage for the higher limits maintained by the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the COUNTY.

B. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. **Additional Insured** – COUNTY, its officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the CONTRACTOR's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used).
2. **Primary Coverage** – For any claims related to this Agreement, the CONTRACTOR's insurance coverage shall be primary insurance as respects the COUNTY, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, officials, employees, agents or volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it.
3. **Notice of Cancellation** – Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the COUNTY.
4. **Waiver of Subrogation Rights** – CONTRACTOR hereby agrees to waive rights of subrogation which any insurer of CONTRACTOR may acquire from CONTRACTOR by virtue of the payment of any loss. CONTRACTOR agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation. **The Workers' Compensation policy shall be endorsed with a waiver of subrogation** in favor of the COUNTY for all work performed by the CONTRACTOR, its employees, agents and subcontractors. This provision applies regardless of whether or not the COUNTY has received a waiver of subrogation endorsement from the insurer.
5. **Deductibles and Self-Insured Retention** – Any deductibles or self-insured retentions must be declared to and approved by the COUNTY. At the option of the COUNTY, either: the CONTRACTOR shall cause the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the COUNTY, its officers, officials, employees, agents and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the COUNTY guaranteeing payment of losses and related investigations, claim administration, and defense expenses.
6. **Acceptability of Insurers** – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum A.M. Best's Insurance Guide rating of "A- VII".
7. **Verification of Coverage** – CONTRACTOR shall furnish the COUNTY with proof of insurance, original certificates and amendatory endorsements as required by this Agreement. The proof of insurance, certificates and endorsements are to be received and approved by the COUNTY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONTRACTOR's obligation to provide them. The CONTRACTOR shall furnish evidence of renewal of coverage throughout the term of the Agreement. The COUNTY reserves the right to require complete, certified copies of all required

insurance policies, including endorsements required by these specifications, at any time.

8. **Failure to Procure Coverage** – In the event that any policy of insurance required under this Agreement does not comply with the requirements, is not procured, or is canceled and not replaced, COUNTY has the right but not the obligation or duty to terminate the Agreement. Maintenance of required insurance coverage is a material element of the Agreement and failure to maintain or renew such coverage or to provide evidence of renewal may be treated by COUNTY as a material breach of contract.
9. **Subcontractors** – CONTRACTOR shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and CONTRACTOR shall ensure that COUNTY is an additional insured on insurance required from subcontractors. For CGL coverage subcontractors shall provide coverage with a format least as broad as CG 20 38 04 13.
10. **Claims Made Policies** – If any of the required policies provide coverage on a claims-made basis:
  - i. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
  - ii. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.
  - iii. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the CONTRACTOR must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.
11. **Special Risks or Circumstances** – COUNTY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other circumstances.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. CONTRACTOR agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of COUNTY to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of COUNTY.

## EXHIBIT F

County of Santa Barbara  
CDBG Capital Projects

### Project Status and Completion Report

#### SECTION I

Today's Date \_\_\_\_\_

Project Name: \_\_\_\_\_

Owner/Developer Name: \_\_\_\_\_

Project Address: \_\_\_\_\_

*Check one*

Progress Report: Complete Section II. Reports are due monthly

Final Construction Report: Complete Sections III

Annual Report: Complete Section IV

#### SECTION II: CONSTRUCTION/REHAB PERIOD

Reporting Period \_\_\_\_\_ through \_\_\_\_\_ Today's Date \_\_\_\_\_

1 Provide the dates that the following activities were completed:

<input type="checkbox"/>	Contract executed with general contractor
<input type="checkbox"/>	Permits pulled
<input type="checkbox"/>	Start of work
<input type="checkbox"/>	Percent complete
<input type="checkbox"/>	Estimated date of completion
<input type="checkbox"/>	Estimated date of final CDBG draw

2 Provide 1 - 3 photographs of the current status of the project

3 Provide a narrative report below on the Project's progress for the period

Report prepared by: \_\_\_\_\_

*I have reviewed the information on this form and attest to its accuracy to the best of my knowledge. I will report any change or anticipated change in the ownership or lease term of the facility to the County.*

Signed

\_\_\_\_\_  
Executive Director (non-profit) or Division Manager (government)

**SECTION III: FINAL CONSTRUCTION REPORT**

Date construction completed: \_\_\_\_\_

1

Provide a narrative report below on the outcome of the Project and any issues encountered

2 Provide the dates that the following activities were completed:

	Final Inspection by local code/building department
	Notice of Completion filed
	Certificate of Occupancy issued (housing)

4. a.

For projects qualified under Limited Clientele, please list number of persons served:

*Add additional rows as needed*

*Do not enter data in shaded cells*

Persons

Households\*

0-30% AMI	31%-50% AMI	51%-80% AMI	> 80% AMI

*\*Use "Households" for housing projects. Household means all the persons who occupy a housing unit. The occupants may be a single family, one person living alone, two or more families living together, or any other group of related or unrelated persons who share living arrangements. 24 CFR 570.3*

TOTAL

0	0	0	0	0
---	---	---	---	---

*Total must equal total below*

Of the total served, provide race and ethnicity data. Note that ethnicity is in addition to race

**# Hispanic**

White

Black/African American

Asian

American Indian/Alaskan Native

Native Hawaiian/Other Pacific Islander

American Indian/Alaskan Native & white

Asian & White

Black/African American & White


TOTAL

0	0	0	0	0
---	---	---	---	---

4.b. For projects qualified under Area Benefit, the census data collected at the start of the project will be used to document beneficiary data.

Report prepared by: \_\_\_\_\_

*I have reviewed the information on this form and attest to its accuracy to the best of my knowledge. I will report any change or anticipated change in the ownership or lease term of the facility to the County.*

Signed \_\_\_\_\_  
Executive Director (non-profit) or Division Manager (government)

**SECTION IV: ANNUAL REPORT** (not applicable to County-owned infrastructure projects)

Complete the first annual report along with the Final Construction Report, and then annually thereafter for five years.

Reporting Period \_\_\_\_\_ through \_\_\_\_\_ Today's Date \_\_\_\_\_

- 1 Is the facility owned or leased?
- a. If owned, has the facility transferred ownership in the past year?   
(Provide new owner information to HCD)
- b. If leased, when does the lease term expire?

5 Please describe the use of the building. Is it being used for the same or different purpose than when the CDBG-funded project was completed? Describe how the facility is serving low income persons.

*I have reviewed the information on this form and attest to its accuracy to the best of my knowledge. I will report any change or anticipated change in the ownership or lease term of the facility to the County.*

Signed

\_\_\_\_\_ Executive Director (non-profit) or Division Manager (government)

## EXHIBIT G

### D/MBE/WBE Implementation Guidelines

The following information, as applicable, shall be retained by OWNER and produced upon request by COUNTY if determined by COUNTY to be necessary to establish the bidder's "good faith efforts" to meet the Disadvantaged/Minority/Women Business Enterprise (D/M/WBE) requirements.

1. The names and dates of advertisement of each newspaper, trade paper, and minority-focus paper in which a request for D/M/WBE participation for this project was placed by the bidder.
2. The names and dates of notices of all certified D/M/WBEs solicited by direct mail for this project and the dates and methods used for following up initial solicitations to determine with certainty whether the D/M/WBEs were interested.
3. The items of work for which the bidder requested subbids or materials to be supplied by D/M/WBEs, the information furnished interested D/M/WBEs in the way of plans, specifications and requirements for the work, and any breakdown of items of work into economically feasible units to facilitate D/M/WBE participation. Where there are D/M/WBEs available for doing portions of the work normally performed by the bidder with his own forces, the bidder will be expected to make portions of such work available for D/M/WBEs to bid on.
4. The names of D/M/WBEs who submitted bids for any of the work indicated in (3) above, which were not accepted, a summary of the bidder's discussions and/or negotiations with them, the name of the contractor, subcontractor or supplier that was selected for that portion of work, and the reasons for the bidder's choice. If the reason for rejecting the D/M/WBE bid was price, give the price bid by the rejected D/M/WBE and the price bid by the selected contractor, subcontractor or supplier.
5. Assistance that the bidder has extended to D/M/WBEs identified in (4) above to remedy the deficiency in their subbids.
6. To find a D/M/WBE certified firm, you may call (916) 324-1700, go on-line to: [http://www.dot.ca.gov/hq/bep/find\\_certified.htm](http://www.dot.ca.gov/hq/bep/find_certified.htm), or via email at: DBE\_Certification@dot.ca.gov.

## EXHIBIT H

Federal Labor Standards Provisions  
U.S. Department of Housing and Urban Development  
Office of Labor Relations  
Previous editions are obsolete  
form HUD-4010 (06/2009) ref. Handbook 1344.1

### Applicability

The Project or Program to which the construction work covered by this Agreement pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Agreement pursuant to the provisions applicable to such Federal assistance.

A. 1. (i) Minimum Wages. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the OWNER and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section I(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the OWNER and its contractors and subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the Agreement or contracts shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and



(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the OWNER and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the OWNER, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this Agreement from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the Agreement for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the OWNER shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the OWNER does not make payments to a trustee or other third person, the OWNER may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the OWNER, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the OWNER to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the OWNER under this Agreement or any other Federal contract with the OWNER, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the OWNER so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the OWNER or any contractor or subcontractor the full amount of wages required by the Agreement or contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the Agreement or contract, HUD or its designee may, after written notice to the OWNER, sponsor, applicant, contractor or subcontractor, take such action as may be necessary to cause

the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the OWNER, disburse such amounts withheld for and on account of the OWNER or contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the OWNER during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the OWNER shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. OWNERS employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The OWNER shall submit weekly for each week in which any Agreement work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the OWNER will submit the payrolls to the applicant sponsor for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/libraryforms/> or its successor site. The OWNER is responsible for the submission of copies of payrolls by all contractor and subcontractors. OWNER and each contractor and subcontractor shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the Agreement, but if the agency is not such a party, the OWNER will submit the payrolls to the applicant sponsor for transmission to HUD or its designee, the OWNER, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for OWNER to require a contractor or subcontractor to provide addresses and social security numbers to the OWNER for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the OWNER or contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the Agreement or contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the Agreement or contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).

(d) The falsification of any of the above certifications may subject the OWNER or contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The OWNER and each contractor and subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the OWNER or contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the OWNER, sponsor, applicant, contractor or subcontractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### 4. Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the OWNER as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where OWNER is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the OWNER'S or contractor's or subcontractor's

registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the OWNER will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the OWNER will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act requirements. The OWNER shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this Agreement.

6. Subcontracts. The OWNER or contractor or subcontractor will insert in any contracts and subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the contractors or subcontractors to include these clauses in any lower tier subcontracts. The OWNER shall be responsible for the compliance by any contractor or subcontractor with all the contract clauses in this paragraph.

7. Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the Agreement and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this Agreement.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this Agreement shall not be subject to the general disputes clause of this Agreement. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the OWNER (or any of its contractors or subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

10. (i) Certification of Eligibility. By entering into this Agreement the OWNER certifies that neither it (nor he or she) nor any person or firm who has an interest in the OWNER'S firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this Agreement shall be contracted or subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1010, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration..... makes, utters or publishes any statement knowing the same to be false...shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Agreement are applicable shall be discharged or in any other manner discriminated against by the OWNER or any contractor or subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Agreement to his employer.

B. Contract Work Hours and Safety Standards Act. The provisions of this paragraph B are applicable where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) Overtime requirements. Neither OWNER nor any contractor or subcontractor contracting for any part of the Agreement work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the OWNER and any contractor and subcontractor responsible therefor shall be liable for the unpaid wages. In addition, OWNER and such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

(3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the OWNER or contractor or subcontractor under any such Agreement or any other Federal contract with the OWNER, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the OWNER, such sums as may be determined to be necessary to satisfy any liabilities of OWNER or such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) Subcontracts. The OWNER or contractor or subcontractor shall insert in any contracts or subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the contractor or subcontractor to include these clauses in any lower tier contracts or subcontracts. The OWNER shall be responsible for compliance by any contractor or subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. Health and Safety. The provisions of this paragraph C are applicable where the amount of the prime contract exceeds \$100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The OWNER shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96; 40 USC 3701 et seq.).

(3) The OWNER shall include the provisions of this paragraph in every contract and subcontract so that such provisions will be binding on each contractor and subcontractor. The OWNER shall take such action with respect to any contractor or subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

## Exhibit I

Federal Award Identification Information (per 2 CFR 200.331)		
<b>i. Subrecipient Name (which must match the registered name in DUNS)</b>	Cuyama Valley Recreation District	
<b>ii. Subrecipient DUNS number</b>		
<b>iii. Anticipated Federal Award Identification Number</b>	B-16-UC-06-0509	
<b>iv. Estimated Federal Award Date</b>	7/1/2017	
<b>v. Period of Performance</b>	<b>Start Date</b>	11/14/17
	<b>End Date</b>	09/30/18
<b>vi. Amount of Federal Funds Obligated by this action</b>	\$341,000	
<b>vii. Total Amount of Federal Funds Obligated to subrecipient</b>	\$341,000	
<b>viii. Total Amount of the Federal Award</b>	\$1,073,897	
<b>ix. Federal award project description</b>	To develop viable urban communities by providing decent housing, a suitable living environment, and expanding economic opportunities, principally for persons of low and moderate income.	
<b>x. Name of Federal awarding agency,</b>	Department of Housing and Urban Development	
<b>Pass through entity,</b>	County of Santa Barbara	
<b>And contact information for awarding official</b>	(805) 568-3533	
<b>xi. CFDA</b>	<b>Number</b>	14.218
	<b>Name</b>	Community Development Block Grants/Entitlement Grants
<b>xii. Is the award research and development?</b>	No	
<b>xiii. Indirect cost rate for the Federal award (including if the de minimus rate is charged per §200.414 Indirect (F&amp;A) costs.</b>	No	